

TITLE 4: BUSINESS AND SPECIAL LICENSES, REGULATIONS
DIVISION 6: SOLID WASTE HANDLING FRANCHISES
Chapter 6: MINIMUM OPERATING REQUIREMENTS AND PROGRAMS
Sections:

- 46.061 Minimum Operating Requirements.
- 46.062 Special Collection Programs.

46.061 Minimum Operating Requirements.

The following minimum operating requirements shall apply to each Grantee, except to the extent any operating requirement is specifically eliminated or modified in that Grantee's Franchise Agreement:

(a) Employees:

(1) Each employee or other Person driving a Grantee's vehicle shall at all times have a valid California vehicle operator's license appropriate for the vehicle being driven.

(2) All Grantee employees shall wear clean clothing of a uniform type when engaged in collection operations.

(3) Each employee dealing with subscribers, including without limit those engaged in collection or billing, shall at all time behave in a courteous manner.

(b) Hours of collection: Grantees shall not collect Solid Waste within a residential area or commercial area which is contiguous to a residential area between the hours of 10:00 P.M. and 6:00 A.M. the next day.

(c) Office for Inquiries and Complaints: Each Grantee shall maintain an office at some fixed place and shall maintain a locally listed toll-free telephone number. Such listing shall be in the Grantee's name or in the fictitious business name under which Grantee provides Solid Waste Handling services to the Area. Each Grantee shall provide live telephone service lines for subscribers from 8:00 A.M. to 5:00 P.M., during all days of Solid Waste Handling Service, to answer inquiries and receive complaints. The number of toll free telephone lines provided shall be sufficient to adequately serve the public. The Grantee shall notify the Department, in writing, seven (7) days prior to any change in business name, address, or telephone number. Such notice shall set forth the corrected information. This Section shall not require the Grantee to maintain an office which is different than or separate from the office for inquiries and complaints maintained by Grantee under Chapter 8 of Division 3 of Title 3 of this Code.

(d) Records and Reports: Each Grantee shall prepare, maintain and provide to the Department such records and reports as required in this Division, as well as those required under any other applicable law.

(e) Requested Service: Each Grantee shall provide Solid Waste Handling services to all subscribers within its approved Franchise Area who request such service, except when denial or discontinuance of service is specifically authorized by this Division. Such service shall commence within seven (7) working (waste collection) days of the subscriber's request.

(f) Collection Frequency: For health and safety purposes, minimum collection frequency for all Solid Waste Handling subscribers shall be as prescribed by the Department of Public Health, Division of Environmental Health Services. Grantee shall correct any missed collection of a subscriber's Solid Waste within 2 working (waste collection) days of notice thereof, unless the next regular collection of such waste is scheduled to occur within 3 working (waste collection) days of such notice.

(g) Containers: In addition to any requirement Grantee is subject to under its Health and Safety Permit, each container shall be replaced in its proper place in a neat and orderly manner; any litter spilled from a container by Grantee's employees while emptying a container shall be cleaned up.

(h) Noise: In addition to any requirement Grantee is subject to under its Health and Safety Permit or other applicable law, Grantee shall not create any noise in excess of what is reasonable and necessary in providing Solid Waste Handling services to its subscribers.

(i) Collection Equipment: Grantee shall provide an adequate number of vehicles and equipment to provide the Solid Waste Handling services required under its Franchise Agreement. No vehicle shall be used for the collection and transportation of Solid Waste prior to such initial and/or periodic inspection and approval by the Department of Public Health, Division of Environmental Health Services to the extent required under the Grantee's applicable Health and Safety Permit.

(1) All motor vehicles used by Grantee under its Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California (unless otherwise allowed in writing by the Director), shall be kept clean and in good repair, and shall be uniformly painted.

(2) Solid Waste collection motor vehicles used in operations under any Franchise Agreement shall be washed at least once every seven (7) calendar days.

(3) "() _____," A local or toll free telephone number, and vehicle number, in letters and figures no less than three inches (3") high, shall be visibly displayed on all motor vehicles used by a Grantee in operations under its Franchise Agreement.

(j) Privacy: Grantee shall strictly observe and protect the rights of privacy of its subscribers. Information identifying individual subscribers or the composition or contents of a subscriber's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless as part of a legitimate inquiry by a

governmental unit, or as authorized by a court of law or by statute, or upon written authorization of the subscriber. This provision shall not be construed to preclude Grantee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, or the County, provided that no such analysis shall identify any person or connect any person to any particular waste. In addition, Grantee shall not market, sell, convey, or donate to any Person any list with the name or address of subscribers except that Grantee may provide such lists to authorized employees and authorized representatives of the County as necessary to comply with its Franchise Agreement.

(k) Subscriber Complaints:

(1) All subscriber complaints shall be directed to Grantee. Grantee agrees to use its best efforts to resolve all complaints received by mail, by telephone, or in person, by close of business of the second working (waste collection) day following the date on which such complaint is received. Service complaints may be investigated by the Director and Grantee shall provide reasonable cooperation to the Director in the event of such investigation. Grantee shall maintain records listing the date of subscriber complaint, the name, address and telephone number of subscriber, the nature of the complaint or request, and the date when and nature of the action taken by the Grantee to resolve the complaint. All such records shall be maintained for at least seven (7) years after Grantee's receipt of the complaint or inquiry and shall be available for inspection by County during all business hours.

(2) The Grantee shall designate a "government liaison Person" who shall be responsible for working with the Department to resolve subscriber complaints.

(3) The Grantee shall notify subscribers in writing of the complaint resolution procedure set forth in Section 46.103 at the time subscribers apply for or are provided service, and annually thereafter.

(l) Property Damage:

(1) Any physical damage caused by the act or omissions of employees, officers, or agents of the Grantee to private or public property in operations under its Franchise Agreement shall be promptly repaired or replaced by Grantee at Grantee's sole expense.

(2) With respect to driving surfaces, Grantee shall be responsible for damage (excluding normal wear and tear), whether or not paved, resulting from the weight of vehicles providing Solid Waste Handling services on public or private property when it can be demonstrated that such damage is the result of vehicles exceeding speed limits or maximum weight limits set by the State of California or by other negligent operation of vehicles by Grantee's employees.

(m) Gratuities: Grantee shall not, nor shall it permit any officer, agent, or employee employed by it, to request, solicit or demand, either directly or indirectly, any gratuity for services authorized or required under its Agreement.

(n) Unlawful Discrimination: In performing the Solid Waste Handling services under its Franchise Agreement, and in exercising the rights and privileges granted thereunder, Grantee shall not unlawfully discriminate for or against any Person on the ground of race, sex, age, creed, color, religion or national origin.

(o) Laws and Licenses: Grantee shall comply with all federal, state, and County laws, ordinances, rules, and regulations applicable to the performance of the Solid Waste Handling services provided under its Franchise Agreement and shall obtain and maintain in full force and effect all licenses and permits necessary to perform such services throughout the term of its Franchise Agreement.

Adopted Ordinance #3670 (1996);

46.062 Special Collection Programs.

The following minimum special collection programs shall apply to each holder of a Franchise Agreement:

(a) Semi-Annual Cleanup: Twice a year, Grantee shall provide a one (1) day cleanup service to all residential unit subscribers on its routes wherein all Bulky Waste left on the curb, or other designated location on or adjacent to subscriber's property, up to a maximum of one and one-half cubic yards, will be removed and disposed of. Cost for this service, excluding the cost of disposal, shall be included within the normal monthly rates chargeable by Grantee as provided in its Franchise Agreement for residential unit Solid Waste Handling. The Bulky Waste will be collected in a vehicle separate from the one used to pick up the residential unit's ordinary Solid Waste so that it can be readily identified as not requiring tipping fees when it arrives at a Solid Waste Facility within the County Solid Waste Disposal System. Grantee will make a good faith effort to divert the Bulky Waste away from any landfill and to another facility where it can be either recycled or refurbished for reuse.

(b) Bulky Waste Collection: Grantee shall also provide residential unit subscribers with Bulky Waste pick-up service arranged at the request of the subscriber. Collection of waste materials such as dirt, rock, concrete, and asphalt are not included in or required of Grantee for this service. Grantee shall advertise the availability of the Bulky Waste collection service and shall provide the Bulky Waste collection service within seven (7) working (waste collection) days of request by subscriber. Grantee shall bill the subscriber for Bulky Waste collection at the rate established in the Total Rate applicable to its Franchise Agreement. The standard Solid Waste Facility Fee shall be paid by Grantee for disposal of such Bulky Waste.

(c) Rolloff Containers: Upon the direction of the Director, Grantee shall provide, at no additional charge, large rolloff refuse containers requested by the Director to respond to organized community cleanup efforts taking place within Grantee's Franchise Area. Grantee shall deliver containers to agreed-upon collection points and shall

cooperate with the Director and community leaders designated by the Director to remove containers and dispose of collected Solid Waste. Grantee is obligated to provide the equivalent of one 40-cubic yard bin/load per year for each 500 residential unit subscribers, or fraction thereof, serviced within the Franchise Area. The County will arrange that there shall be no disposal fees charged for such Solid Waste delivered in separate vehicles to any County Solid Waste Disposal System facility.

Adopted Ordinance #3670 (1996);